

EXHIBIT

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Our Terms of Service ("**Terms**") are a legally binding agreement between you and Anthropic, PBC ("**Anthropic**", "**we**", or "**us**"). Our Terms govern your access to and use of our website, products, and services, including their web interfaces, application programming interfaces ("**APIs**"), and other software, tools, services, documentation, content, intellectual property, and functionalities that we may make available to you (collectively, our "**Services**").

Please read our Terms carefully before you use our Services. By accepting our Terms or otherwise accessing or using our Services, you agree to be bound by and comply with our Terms, and acknowledge that you have read and understand our Privacy Policy and Acceptable Use Policy. If you do not agree to our Terms, or if you object to our Privacy Policy or Acceptable Use Policy, you must not access or use our Services.

By accepting our Terms on behalf of a company, organization, or other entity, you represent and warrant that you are authorized to bind the company, organization, or other entity on whose behalf you are accepting our Terms—you and such entity, collectively, are "you" in this case—and you agree on behalf of that entity that such entity is bound by our Terms. If you are accepting our Terms for yourself, then you agree to be personally bound by our Terms—you individually are "you" in this case.

1. Changes to Terms

We may revise and update our Terms from time to time in our sole discretion. If you continue to use the Services after we post the updated Terms on the Services or otherwise give you notice of such changes, it means that you accept and agree to the updated Terms. If you do not accept the updated Terms, you must not continue to access or use the Services.

2. Accounts

To access or use the Services, we may ask you to register for an account and provide certain information to us. Any such information must be correct, current, and complete. You agree that we may use this information to communicate with you about our Services and that our communications to you will satisfy any requirements for legal notices.

You acknowledge that your account is specific to you. You must keep all passwords, API tokens, or other credentials to access or use our Services confidential and not disclose them to any other person or entity. Nor may you provide any other person or entity with access to our Services using your account credentials. You are responsible for all activity occurring under your account or with use of your access credentials, and you agree to notify us immediately if you become aware of any unauthorized access to or use of your account or access credentials by sending an email to support@anthropic.com. Unless we specifically state otherwise in a separate agreement with you, we have the right to disable any account or access credentials for our Services at any time, in our sole discretion and without prior notice.

You may close your account at any time by contacting us at support@anthropic.com.

3. Evaluation and Additional Services

As applicable, we may permit you to evaluate our Services for a limited time or with limited functionality that may include restrictions on the number of concurrent users, how you may access our Services, or the number of characters per Prompt. Use of our Services for

evaluation purposes are for your internal, non-commercial use only.

We may also offer additional Services that require acceptance of separate agreements. These additional agreements may revise or update your rights or obligations, including paying fees. If you accept any of these other agreements on behalf of a company, organization, or other entity specified in Section 1, you represent and warrant that you are authorized to bind that entity under those additional agreements.

4. Use Rights, Requirements, and Restrictions

Please review our Acceptable Use Policy, which is part of our Terms and outlines the permissible uses of our Services. You may access and use our Services only in compliance with our Terms and all applicable laws, rules, and regulations (the “**Permitted Use**”).

You may not access or use the Services in the following ways, and if any of these are inconsistent with or ambiguous in relation to the Acceptable Use Policy, the Acceptable Use Policy controls:

- In any manner that violates any applicable law—including, without limitation, any laws about exporting data or software to and from the United States or other countries.
- To develop any products or services that compete with our Services, including to develop or train any artificial intelligence or machine learning algorithms or models.
- To decompile, reverse engineer, disassemble, or otherwise reduce our Services to human-readable form, except when these restrictions are prohibited by applicable law.
- To crawl, scrape, or otherwise harvest data or information from our Services other than as permitted through our API.
- To use our Services or Materials to deceive any person into believing that they are communicating with a natural person when they are not.
- To infringe, misappropriate, or violate intellectual property or other legal rights (including the rights of publicity or privacy);
- To engage in any other conduct that restricts or inhibits any person from using or enjoying our Services, or that in our sole judgment exposes us—or any of our users, affiliates, or any other third party—to any liability, damages, or detriment of any type, including reputational harms.
- To assist any person in doing any of the above.

5. Ownership of the Services

The Services are owned and operated by us and our affiliates, licensors, and service providers (collectively “**Providers**”). We and our Providers retain all our respective rights, title, and interest, including intellectual property rights, in and to the Services. Other than the rights of access and use expressly granted in our Terms, our Terms do not grant you any right, title, or interest in or to our Services.

6. Prompts, Results, and Materials

- a. **Rights to Materials.** Our Services may allow you to submit text, documents, or other materials to the Services for processing (“**Prompts**”). Our Services may generate responses based on your Prompts (“**Results**”). Results and Prompts collectively are “**Materials**.” You represent and warrant that you have all rights, and have provided any notices and

obtained any consents, that are necessary for us to process any Prompts you submit to the Services in accordance with our Terms. You also represent and warrant that your submission of Prompts to us will not violate our Terms, our Acceptable Use Policy, or any laws applicable to those Prompts—including intellectual property laws and any privacy or data protection laws governing personal information contained in your Prompts. Except as expressly provided in our Terms, you retain all right, title, and interest—including any intellectual property rights—that you have in and to your Prompts. Subject to this Section 6(a) and without limiting Section 12, we authorize you to use the Results for the Permitted Use.

- b. **Personal Information.** If you submit any personal information to us in connection with your use of the Services, whether as part of your Prompts or otherwise, you agree that our Privacy Policy and governs our use and processing of such personal information.
- c. **Nature of Results.** Responses that the Services generate based on materials submitted by third parties ("**Third-Party Results**") may be identical or similar to third-party materials or Results that the Services generate based on your Prompts. You acknowledge that Third-Party Results are not your Results and that you have no right, title, or interest in or to any Third-Party Results.
- d. **Reliance on Results.** We make no representations or warranties with respect to the accuracy of any Results. You should not rely on any Results without independently confirming their accuracy. Results may contain material inaccuracies even if they appear accurate because of their level of detail or specificity. The Services and any Results may not reflect correct, current, or complete information.
- e. **Our Use of Materials.** We may use your Prompts and Results to provide, maintain, and improve the Services and to create other products and services—including training models—unless and until you send an email to optout@anthropic.com requesting to opt out of such uses. If you opt out of such uses, we will stop using Prompts and Results for such purposes after we process your opt-out notice. But we will have no obligation to destroy or stop using anything (including machine learning models) that was developed, trained, or otherwise improved using such Materials before we processed your opt-out notice.

7. Modification, Suspension, Discontinuation of the Services

Our Services are novel and will evolve. Unless we specifically state otherwise in a separate agreement with you, we reserve the right to temporarily or permanently modify, suspend, or discontinue the Services or your access to the Services or account at any time, in our sole discretion, without notice to you. To the fullest extent permitted under applicable law, we will not be liable for any change to or any suspension or discontinuation of the Services or your access to them.

8. Fees and Payment

You may be required to pay fees to us to access or use the Services or certain features. You are responsible for paying any applicable fees listed on the Services. Except as expressly provided in these Terms, all fees are non-refundable, to the fullest extent permissible under applicable law.

Fees may be recurring or based on usage. If these fees are specified to be recurring or based on usage, you agree that we may charge such fees on a periodic basis to the payment method you specify at the time of your initial purchase (your "**Payment Method**"). By using a Payment Method to pay fees, you are expressly agreeing that we authorized to charge to the Payment Method the fees, together with any applicable taxes.

Except where we specifically agree otherwise in a separate contract with you, you acknowledge and agree that any fees may increase

at any time. Additional fees may apply for additional Services or features that Anthropic may make available. In those cases, we will provide you with notice before charging the additional fees. If we charge additional fees in connection with our Services, you will have an opportunity to review and accept the additional fees that you will be charged, before being charged. If you do not accept any such additional fees, we may discontinue your access to the Services or features. You acknowledge and agree that we will not be held liable for any errors caused by third-party payment processors that we may use.

9. Third-Party Services and Links

Our Services may use or be used in connection with third-party content, services, or integrations. We do not control or accept responsibility for any loss or damage that may arise from your use of any third-party content, services, and integrations, for which we make no representations or warranties. Your use of any third-party content, services, and integrations is at your own risk and subject to any terms, conditions, or agreements applicable to such third-party content, services, and integrations.

10. Feedback

You grant to us an irrevocable, royalty-free, perpetual license to use all feedback, ideas, or suggested improvements you provide to us regarding the Services (the "Feedback"), and you agree that we and our Providers may use the Feedback or any derivative thereof in any manner or media without any payment or credit to you, including in connection with our development, improvement, and marketing of our Services or other products or services.

11. Confidentiality

- a. **Confidential Information.** In connection with your use of the Services, we may provide information that we identify as confidential or proprietary or that should reasonably be considered confidential or proprietary under the circumstances ("Confidential Information").
- b. **Obligations.** You may only use our Confidential Information in connection with the Permitted Use. You may only share our Confidential Information with your employees and agents who have a need to know such Confidential Information for the Permitted Use and who are bound by obligations of confidentiality at least as protective as those provided in our Terms. You will protect the Confidential Information from unauthorized use, access, or disclosure at least as diligently as you protect your own highly confidential information, and with no less than reasonable care. You are responsible for all uses and disclosures of Confidential Information by anyone to whom you provide access to such Confidential Information (your "Representatives").
- c. **Exclusions.** Your obligations under this section do not apply to Confidential Information that you can demonstrate (i) was already known to you without confidentiality obligations at the time of disclosure by us; (ii) was disclosed to you by a third party without a duty of confidentiality; (iii) was or becomes publicly available through no fault of yours or of your Representatives; or (iv) was independently developed by you without use of the Confidential Information. You may disclose the Confidential Information to the extent such disclosure is required by law, but you agree that you will, except where expressly prohibited by applicable law, notify us of any such required disclosure promptly and fully cooperate with us in seeking to limit such disclosure.
- d. **Destruction.** You will destroy all Confidential Information in your and your Representatives' possession or control promptly

upon our request.

12. Disclaimer of Warranties, Limitations of Liability, and Indemnity

- a. YOUR USE OF THE SERVICES AND MATERIALS IS SOLELY AT YOUR OWN RISK. THE SERVICES AND RESULTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE AND OUR PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, ACCURACY, AVAILABILITY, RELIABILITY, SECURITY, PRIVACY, COMPATIBILITY, NON-INFRINGEMENT, AND ANY WARRANTY IMPLIED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.
- b. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE, OUR PROVIDERS, OR OUR OR THEIR RESPECTIVE AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "**ANTHROPIC PARTIES**"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF ANY ANTHROPIC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, AND EVEN IF THE DAMAGES ARE FORESEEABLE.
- c. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE ANTHROPIC PARTIES' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE MATERIALS, OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US FOR THE SERVICES (IF ANY) AND \$100. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS.
- d. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE ANTHROPIC PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS; YOUR ACCESS TO, USE OF, OR ALLEGED USE OF THE SERVICES OR THE MATERIALS; YOUR FEEDBACK; ANY PRODUCTS OR SERVICES THAT YOU DEVELOP, OFFER, OR OTHERWISE MAKE AVAILABLE IN CONNECTION WITH THE SERVICES; YOUR VIOLATION OF APPLICABLE LAW OR ANY THIRD-PARTY RIGHT; AND ANY ACTUAL OR ALLEGED FRAUD, INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR CRIMINAL ACTS COMMITTED BY YOU OR YOUR EMPLOYEES OR AGENTS. WE RESERVE THE RIGHT TO ENGAGE SEPARATE COUNSEL AND PARTICIPATE IN OR ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER, IN WHICH CASE YOU AGREE TO COOPERATE WITH US AND SUCH SEPARATE COUNSEL AS WE REASONABLY REQUEST.

13. Termination

Unless we specifically state otherwise in a separate agreement with you, we may terminate our Terms at any time by notice to you, and our Terms will terminate automatically without notice upon your violation or breach of any provisions of our Terms. You may also terminate our Terms at any time, for any reason, by discontinuing your access to and use of the Services and the Materials. Upon termination, the rights granted to you under our Terms to access and use the Services will immediately terminate, and you must destroy all Confidential Information in your or your Representatives' possession or control. Upon termination of our Terms or your access to the Services, we may at our option delete any Materials or other data associated with your account. Sections 5, 6, 8 (with

respect to fees outstanding as of such expiration or termination), and 9 through 15 will survive any expiration or termination of our Terms.

14. Arbitration

- a. **Binding Arbitration.** All disputes, claims, and controversies between the Parties arising from or related to our Terms shall be decided by binding arbitration administered by the American Arbitration Association (AAA). A single arbitrator shall be assigned and shall apply the Commercial Arbitration Rules. The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Arbitration shall take place in San Francisco, California, and the arbitrator shall apply the substantive laws of the State of California and, as applicable, the United States, excluding the conflict or choice of law rules of both. The Parties may seek injunctive relief or other provisional remedies to aid the arbitration.
- b. **Procedure.** Each Party agrees to notify the other Party at least 30 days prior to filing for arbitration, except that if the subject of the dispute cannot be resolved in 30 days, either Party may initiate arbitration immediately. Filings provided by the Parties must outline substantive facts and claims of the dispute and state the relief requested. The arbitrator shall review filings and circumstances considering this Evaluation Agreement, including limitations of liabilities, and shall provide a well-reasoned decision that may include monetary or non-monetary remedies. The Parties agree that this decision shall be final and not appealable, that they shall be bound by the decision, and that the decision or any associated awards may be enforced by any court of competent jurisdiction.
- c. **Costs.** Arbitration fees shall be determined by the AAA Rules. Each Party shall be responsible for its own legal fees, except that the arbitrator may include reimbursement of reasonable legal fees and costs for the prevailing Party.

15. Miscellaneous

- a. **Additional Terms.** When using our Services, you agree to comply with and are subject to any posted guidelines, rules, or supplemental terms applicable to such Services, as may be posted from time to time. All such guidelines, rules, or terms are incorporated by reference into our Terms. To the extent that we ask you to review and accept any supplemental terms that expressly conflict with our Terms, the supplemental terms will supersede our Terms with respect to your use of the portion of the Services governed by such supplemental terms, solely to the extent of the conflict.
- b. **Entire Agreement; No Assignment.** Our Terms and any other terms expressly incorporated by reference form the entire agreement between you and us regarding the subject matter of our Terms. Our Terms may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction.
- c. **Equitable Relief.** You agree that (a) no adequate remedy exists at law if you breach Section 4 (Use Rights, Requirements, and Restrictions), Section 11 (Confidentiality), or Section 14 (Arbitration); (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause irreparable harm; and (c) a grant of injunctive relief provides the best remedy for any such breach. Therefore, you waive any opposition to such injunctive relief, as well as any demand that we prove actual damage or post a bond or other security in connection with such injunctive relief.
- d. **No Joint Venture, Partnership, Employment, or Agency Relationship.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and us because of our Terms or your access to or use of the Services.
- e. **No Publicity.** You may not publicize, announce, or distribute any press release regarding your use of the Services without

our express written consent.

- f. **Severability.** If any provision of our Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of our Terms will continue in full force and effect.
- g. **No Waiver.** No waiver by us of any term or condition set forth in our Terms will be deemed a further or continuing waiver of such term or condition, or a waiver of any other term or condition, and any failure by us to assert a right or provision under our Terms will not constitute a waiver of such right or provision.
- h. **Legal Compliance.** We reserve our right to comply with governmental, court, and law enforcement requests or requirements relating to provision or use of the Services, or information provided to or collected under our Terms.
- i. **Governing Law; Exclusive Jurisdiction.** Our Terms shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to conflict of law principles. If a lawsuit or court proceeding is permitted under our Terms, you and Anthropic agree that any dispute will be litigated in the state or federal courts located in San Francisco, California, and you and Anthropic submit to the personal and exclusive jurisdiction of those courts. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories, or jurisdictions.
- j. **U.S. Government Use.** The Services were developed solely at private expense and are commercial computer software and commercial computer software documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.
- k. **Export and Sanctions.** You may not export or provide access to the Services into any U.S. embargoed countries or to anyone on (i) the U.S. Treasury Department's list of Specially Designated Nationals, (ii) any other restricted party lists identified by the Office of Foreign Asset Control, (iii) the U.S. Department of Commerce Denied Persons List or Entity List, or (iv) any other restricted party lists. You represent and warrant that you and anyone accessing or using the Services on your behalf, or using your account credentials, are not such persons or entities and are not located in any such country.